

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N322058043N801		PAGE 1 OF 39	
2. CONTRACT NO. N3220518P1093		3. AWARD/EFFECTIVE DATE 01-Apr-2018		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MILITARY SEALIFT COMMAND NORFOLK 471 EAST C STREET, BLDG SP-64 NAVAL STATION N NORFOLK VA 23511-2419 TEL: FAX:		CODE N32205		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS NAICS: 541519 SIZE STANDARD: \$27,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR GRAHAM TECHNOLOGIES LLC WILLIAM GRAHAM 9701 APOLLO DR STE 411 LARGO MD 20774-4783 TELEPHONE NO. 240-764-7902		CODE 52UT0		FACILITY CODE		18a. PAYMENT WILL BE MADE BY MILITARY SEALIFT COMMAND NORFOLK SUBMITT INVOICES IAW CONTRACT MSC NORFOLK VA 23511-4419	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$311,120.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. WMDO REQUIREMENT 0353/18/0279 OFFER DATED 16-Mar-2018 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Elijah Horner / Contract Specialist TEL: 757-443-2674		31c. DATE SIGNED 27-Mar-2018	

Section SF 1449 - CONTINUATION SHEET

WAGE DETERMINATION

SERVICE(S) - Add Text the following: "The following wage determination, in accordance with the Service Contract Act of 1965, as amended, is hereby incorporated by reference into the contract and compliance with the same is mandatory: WD 15-4341 (Rev.- 08) dtd 01/16/2018"

MSC TERMS AND CONDITIONS

"Offers/quotes submitted in response to this solicitation shall not contain nor be subject to the offeror's/vendor's standard commercial terms and conditions. Any offer/quote submitted in response to this solicitation which includes the offeror's/vendor's standard commercial terms and conditions may be considered a material defect and may be rejected as being non-responsive to the solicitation."

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT**

1. **Title.** Payroll Operational Support for Military Sealift Command (MSC)

2. **Background.**

The Military Sealift Command (MSC) N08 Department is tasked with providing operational support for the archived payroll system called the Unified Civilian-Mariner (CIVMAR) Payroll System (UCPS) and feeder files to the Time and Attendance Module in the system called Human Resource Management System (HRMS) which feeds Defense Civilian Pay System. The UCPS application is a batch-processed Common Business-Oriented Language system (COBAL). Current configuration has two separate instances supporting two geographically-separated fleets, providing payroll services for approximately 6,000 CIVMARS.

The Contractor adjusts work hours and works interactively with MSC payroll personnel to meet payroll production deadlines.

The current contract includes an option for a contract turnover phase-in training/transition period, should the incumbent not be awarded the follow-on contract. The training/transition period will cover a period of performance of 2 payroll cycles (4 weeks).

MSC N084 is seeking support for its production operations of the UCPS system beginning 1 April 2018. While this describes current operations, proposals are solicited to increase operational performance while reducing costs.

3. **Objectives.**

The specific objectives of this contract are for the Contractor to:

- Understand the current payroll application and software processing operations.
- Run time and attendance file operations in support of meeting deadlines.
- Assist MSC project team with Customer Acceptance Testing (CAT), integration and implementation of application updates into the MSC production environment.
- Assist with training the users on any process changes due to application updates.
- Provide troubleshooting support to the payroll technicians for production issues with focus on meeting payroll deadlines.
- Handle and maintain data in compliance with current information assurance and Privacy Act requirements.
- Provide processing support during contingency operations, and assist in developing and testing contingency plans.
- Provide replacement personnel as needed within 4 weeks of any vacancy.

4. **Scope.**

Provide technical services to support time and attendance data processing and archived data maintenance for MSC. This task shall include all support required to provide system administration, payroll operations, payroll processing, and customer service support for MSC N084.

5. Requirements.

This PWS provides staff augmentation to support production processing of the time and attendance files and archived UCPS payroll system data. It includes, but is not limited to, project oversight, associated reporting, bi-weekly processing, report printing, data backup, testing, installation assistance, user account maintenance, contingency operations, maintenance of information assurance and Privacy Act requirements, and assistance in transitioning to a new payroll file transfer process.

5.1 Information Technology (IT) Project Oversight Support

The Contractor shall provide project oversight to track the progress/status of support services.

- A Project Kick-Off Meeting shall be held within 14 days of contract award date and bi-weekly status report thereafter.
- Development of Quality Assurance Plan (QAP) and submit to the Contracting Officer's Representative (COR) within 30 days of contract start. The QAP shall define how the requirements shall be managed and achieved throughout the contract to insure quality standards are maintained.
- Track task progress and update COR daily.
- Coordinate workload and scheduling priorities with the Technical Point of Contact (TPOC). The TPOC will be responsible for providing technical requirements for the Contractor to meet the mission of MSC.
- Ensure Contractor personnel provide quality deliverables as required accordingly.
- Attend meetings with MSC's N046 CMD Control, Communication & Compliance System (CS4) Directorate Information Technology Division as requested/required in support of the systems supporting CIVMAR payroll.

5.2 Payroll Operations

The Contractor shall provide personnel for technical support services for the production operations of the archived UCPS payroll system and production time and attendance file processing. Support includes System Administration, Payroll Operations Support, Supporting Project Planning activities, and Verification and Validation activities.

Continual coverage during hours of operation is mandatory including coverage for Contractor employees on sick or annual leave. Contractor personnel shall be scheduled off on Federal holidays normally observed by the U.S. Navy, except during the week of payroll processing. On routine days, hours of coverage are 0700 until 1600, with actual schedules determined at the Kick-Off meeting between the government and contractor.

During the payroll cycle, daily work hours may change according to need. The Contractor shall provide work schedule flexibility to meet unforeseen changes in processing requirements including delays for system outages and process accelerations for holidays and pending inclement weather. Notification of urgent payroll actions may be required within 4 hours of notice of an urgent requirement.

Specific requirements include:

5.2.1 Project Management Support

The Contractor shall coordinate with Information Technology (IT) Project Oversight Support personnel and MSC N08 to perform the following planning, monitor and control, corrective action, and process improvement requirements:

1. Ensure quality of operations by submitting a QAP and Contract Management Plan within 30 days of start of contract.
 - Quality Assurance Plan- A **quality assurance plan** documents how the Provider **defines**, implements and assures **quality** service of the contract requirements.

- Contract Management Plan- This document provides the framework and Planning elements that are required to successfully plan and perform and maintain quality standard. The Contract Management Plan incorporates the Solicitation and Contract Award processes, and project implementation processes, including Contract Monitoring and reporting requirements.
2. Attend bi-weekly status meeting upon request.
 3. Create and maintain operational Standard Operating Procedures (SOPs) and Flow charts for the processing of payroll file processing, providing electronic and hard copy to N084 Director and COR. SOPS shall be reviewed and updated every 3 months as determined by the COR.
 4. If Contractor Personnel should change during the period of performance, the Contractor shall train any replacement so that there is no impact or disruption to the payroll operations.
 5. Schedule operations overtime in advance.
 6. Coordinate a plan with payroll staff to process payroll files a week prior to a holiday week.
 7. Coordinate with various office codes to plan for special and retroactive payroll.
 8. Attend HRMS Software Configuration Control Boards as required
 9. Assist in development and testing of contingency plans to allow continual operation of the payroll system. Plans shall include all scenarios listed above.
 10. Create training procedures to train new operators on UCPS archived data and production time and attendance file processing to include regular, special, and retroactive payrolls.
 11. Monitor payroll operations for potential process improvement.
 12. Implement incoming Ship Time & Attendance contingency plan as required to meet payroll deadlines.
 13. Schedule resources for testing including, but not limited to, payroll system updates, process changes, interfaces, contingency procedures, and infrastructure changes.
 14. Review and provide comments on documentation updates made by the HRMS maintenance Contractor for accuracy.
 15. Conduct Contract Management Review every 3 months with the COR and document findings in a detailed report within 5 days of completion of review to the COR.

5.2.2 Payroll Support

Contractor personnel shall:

1. Be able to lift loads of 25 pounds and go up at least one (1) flight of stairs.
2. Manipulate and execute files for end user.
3. Process payroll files, including, but not limited to, printing, backing up, and deleting files for the payroll systems; and saving files to appropriate media (i.e., Total Records and Information Management (TRIM), CD, zip disk).
4. Process special, retroactive, end-of-quarter and annual payroll records.
5. Provide support services to print reports and forms including, but not limited to, Leave and Earning Statements, and W2's.
6. Copy files from the MSC servers to the payroll servers for all File Transfer Protocol (FTP) processes.
7. Download and process all input files to the HRMS system/FTP server.
8. Provide technical support services transmitting and receiving data from ships and other activities via email and contingency methods to process into the HRMS system.
9. Distribute and file reports.

10. Perform verification of input and output data accuracy. Analyze and modify this data as required to correct errors.
11. Interact with Financial Department (N08) personnel and IT Department (N6) personnel to ensure payroll completion deadlines are met.
12. Perform analysis of all processing/operation errors and take corrective steps.
13. Write Problem Reports/Change Requests (PR/CR) identifying problems or enhancements against production system and test instances.
14. Ensure all data files on various media and reports are delivered to the appropriate office code in a timely manner.
15. Track HRMS processing sheets for accuracy, documenting payroll operations job sequence and provide updates to Government rep.
16. Be knowledgeable in using master files for back- ups and restores.
17. Provide oversight to HRMS interfaces, both incoming and outgoing.
18. Support payroll staff in technical and functional file problem resolutions.
19. Analyze file problems for resolution in a timely manner. If not able to resolve at this level, contact maintenance support, identifying problem.
20. Identify the correct helpdesk support for payroll problems. This will include **Navy/Marine Corps Intranet (NMCI)** helpdesk, MSC Global Service Desk,

Any software developed by the service provider in support of this contract will become the property of MSC and available upon request and or termination of the contract. Software and systems may change over the life of the contract and the Service provider shall make any adjustments as needed to maintain the same level of support required to meet timelines set for processing payroll to include but not limited to training and staffing.

5.2.3 System Administration

Contractor personnel shall:

1. Back-up and clean-up of file directories for the next payroll period.
2. Provide troubleshooting assistance to customers experiencing payroll software or file problems.
3. Ensure all necessary UCPS backups are created for archived files.
4. Control user access to the archived payroll system.
5. Perform system maintenance on the archived data.
6. Act as local administrator for CITRIX environment, which includes, but is not limited to:
 - Subject Matter Expert on CITRIX application to include sign on, error messages, login, logout, copying files to desktop computer, and copying files to the payroll server.
 - Verify/Change the UCPS variables on the CITRIX server.
 - Verify/Change User permissions on the CITRIX server.
 - Verify/Change policies for correctness on the CITRIX server.
 - Remotely monitor, logoff users, and stop running processes when necessary.
 - Act as Domain Administrator with limited specific authority to perform particular tasks such as:
 - Change user passwords
 - Add/remove users
 - Unlock user accounts

- Add/delete files in the Net Logon Share folders

5.2.4 HRMS Release Verification and Validation Support

Personnel shall:

1. Assist in the implementation and testing of new payroll file procedures, enhancements, and upgrades.
2. Participate in end user testing of program changes.

5.3 Personnel Qualifications

- Individuals must be United States Citizens.
- Individuals shall qualify as Information Assurance Technical (IAT), Level II, in accordance with DoD 8570, *Information Assurance Workforce Improvement Program Manual*.
- Individuals must complete/maintain recurring required training, including Privacy Act, and Information Assurance.

5.4 Other Taskings

The Contractor shall provide support and assistance for system transition of CIVMAR payroll file process. System transition includes maintenance and/or mandated changes to the existing process, along with moving from the current process to the new Emprise Secure Transfer Agent (ESTA) process and any other transition over the life of the contract.

The payroll operators will act as Subject Matter Experts (SME), attend functional requirements meetings, and review documentation in support of this transition. They shall evaluate potential system and/or architecture changes to assess impact on operations and report as required.

Historically, this assistance has been provided on a not to interfere basis (with payroll operations) and has not required overtime.

5.5 Contract Turnover Phase-in Training

Transition Training Duties (CLIN 0003 DEPENDING ON THE AVAILABILITY OF FUNDS THIS CLIN MAY BE USED)

At a minimum, training will include the instruction necessary to train new Contractor staff to perform the activities outlined in the Statement of Work. As such, training will consist of instruction in payroll operations, file structures, administration functions, troubleshooting techniques, and user help desk functions to designated Government Personnel and/or Contractor Personnel. Training to Contractor Personnel will be in the form of turn over due to contract competition.

Training for new Contractor Personnel will cover a 2 payroll cycle transition period (4 weeks) at the end of this contract's period of performance. At the end of this training, the new Contractor Personnel shall be able to independently process regular payrolls, corrections, retroactive payrolls, contingency payrolls, and special payroll runs.

Training shall also include the following specifics of the UCPS infrastructure:

- Understanding and efficient use of the physical computers, peripheral devices, and network equipment needed to access payroll data.
- Conceptual understanding and practical use of the various logical network domains and knowledge of their interactions among each other
- How to create and maintain:
 - Citrix policies in various versions of the program
 - Group properties, object properties, and environment variables on various Windows operating system platforms
 - User accounts with associated permissions

- Share folders on the payroll domain
- The ability to create and/or modify comprehensive SOPs for training purposes and for use as reference materials

A meeting shall be held between the Government, the incumbent contractor, and the follow on Contractor to develop a transition plan to accomplish the required training.

6. Place of Performance.

The primary work location will be in Building R-48 at Naval Station in Norfolk, VA. Some telework may be authorized as deemed appropriate by the government. On-site location is subject to change if N048 is relocated locally.

The Contractor shall provide staff for continued production support of the payroll system in the event of contingency operations due to the occurrence of a catastrophic event. Since the nature and severity of these events are not known at this time, general guidance will be given here, with more detail provided when/if this option for contingency travel is exercised.

Contingency operation can be moving operations to another building at Naval Base in Norfolk; or temporarily moving operations to an inland Continuity of Operations site as determined by MSC.

Full support of Payroll Operation requirements is expected for local contingency operations, however, only those duties required to produce payroll will be expected if using an inland site. Should movement to an inland site be required, a change order will be issued IAW Federal Acquisition Regulation (FAR) 52.212-4(c). The Change Order may be after the fact depending on the circumstances and availability to issue real time. The Contractor will resume function as required / necessary without delay.

Local travel will be required. All travel will be in compliance with DOD/Joint travel Regulation (JTR) Vol. 2 and FAR Part 31 for civilian personnel. Some local travel in the Norfolk, Virginia Beach and nearby areas is anticipated not to exceed 200 miles per month.

7. Period of Performance.

The period of performance is shown below.

Option	Period of Performance
Base Year	1 April 2018- 31March 2019
Option Year 1	1 April 2019- 31March 2020
Option Year 2	1 April 2020- 31March 2021
Option Year 3	1 April 2021- 31March 2022
Option Year 4	1 April 2022- 31March 2023

8. Deliverables.

Format of reports is to be agreed upon by the government and Contractor at the kick-off meeting. All electronic deliverable documents shall be in Microsoft Word 2010 format. All electronic deliveries shall be provided via posting to an MSC portal site (URL to be provided by MSC), after award, unless otherwise stated.

#	Deliverable Title	Number	Delivery Schedule
1	Quality Assurance Plan	1 electronic copy 3 hard copies	30 days after contract start
2	Contract Management Plan-	1 electronic copy 3 hard copies	30 days after contract start
3	Bi-weekly payroll status report	To be determined at Kick-Off meeting	7 days after payroll completion
4	Annual Analysis Report	1 electronic copy 3 hard copies	30 days after calendar year end

Payroll functions run bi-weekly. Weekly reports are not required on a recurring basis, but may be requested as needed.

9. Security.

UNCLASSIFIED. Non-disclosure of unclassified sensitive data is required for production support, reporting, software testing, and any other purpose for which data may be used.

10. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI).

GOVERNMENT FURNISHED EQUIPMENT AND MATERIALS:

- A workspace with NMCI networked personal computers with laser printer access will be government furnished in Building R-48 at MSC, Naval Station, Norfolk, VA for up to two contractors on-site.
- Microsoft Office 2010 and electronic mail access will be available on the workstations.

GOVERNMENT FURNISHED INFORMATION:

- Documentation for the UCPS application
- Contractor will have access to live data for operational support of the HRMS application
- Existing Payroll Operations Documentation, to include but not limited to:
 - Payroll Operations SOP
 - Software developed by prior vendor
 - Payroll Operations Spreadsheets
 - Training Materials
 - Ship Time & Attendance contingency plan

CONTRACTORFURNISHED EQUIPMENT AND MATERIALS:

- Mobile phones (and service)
- Contingency Laptop for remote connectivity
- One air card that allows connectivity to the internet for use with contingency laptop

CONTRACTORFURNISHED INFORMATION: None.

11.0 Other Pertinent Information or Special Considerations.

11.1 Overtime

The Government shall permit exempt employees to work compensated extended hours (hours over 40 hours per week) to meet specified deadlines. The Government approves up to 6 hours of extended hours per payroll period. Authorization for extended hours will be approved by government for payroll operations that must occur on weekends or holidays to accommodate compressed payroll schedules or to address risks to payroll schedule. Other uses of extend hours must be approved on a case-by-case basis in advance. Extended hours will be paid at normal hourly rates.

11.2 Technical Environment

The technical environment at MSC consists of Windows 2008 servers and desktops, using Microsoft Exchange email via the Navy/Marine Corps Intranet (NMCI) infrastructure. The UCPS system is on a Windows 2008 server, which is running behind and accessible from a Citrix server. Payroll technicians access the system through their NMCI machines. The technical environment will / may change over the life of the contract, the Contractor will adapt to any changes in the environment maintain payroll functions without delay.

11.3 Identification of Possible Additional Work.

The scope of work could be increased to accommodate new requirements to meet contingency operational requirements and/or transitioning to a new system IAW FAR 52.212-4(c) - Changes.

11.4 Identification of Non-Disclosure Requirements. Required: Contractor Personnel are required to sign a Non-Disclosure statement.

11.5 Compliance with Federal, State, and Local Laws and Base Regulations

The Contractor and its employees shall comply with all Federal, State, and local laws and local base regulations. These include at a minimum smoking regulations (COMSCINST 5100.33 and COMSCLANTINST 5103.1C) and all traffic regulations, on site and off site. The Contractor shall not employ any person who is an employee of the United States Government (either military or civilian), if the employment of that person would create a conflict of interest or the appearance of a conflict of interest as prescribed in Joint Ethics Regulation (JER), Department of Defense Directive (DODD) 5500.7-R. Local Command conduct, dress, and ethics standards apply to onsite personnel.

11.6 Disclosure of Personal Information; Required for granting of access to systems and physical spaces including parking and buildings. May also be required for regulatory compliance with local instructions and directives.

11.6.1 In accordance with USD (P & R) Directive-Type Memorandum (DTM) 08-003, of 1 Dec 08 -in order to meet the Federal requirements for credentialing contained within Homeland Security Presidential Directive-12 (HSPD-12) and Federal information Processing Standards Publication (FIPS) 201-1, eligible personnel would not be issued a Personnel Identity Verifications Card (PIV) without the required background vetting. Issuance of a PIV Command Access Card (CAC) requires, at a minimum, the completion of a Federal Bureau of Investigations (FBI) fingerprint check with favorable results and submission of a National Agency Check with Inquiries to the OPM or a DOD-determined equivalent investigation.

11.7 Privacy Act Compliance:

MSC will provide live data as sample data to the Contractor to modify for their use in compliance with the Privacy Act requirements described below.

Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractors to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractors considered to be an employee of the agency.

(c)

(1) *"Operation of a system of records,"* as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) *"Record,"* as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) *"System of records on individuals,"* as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

11.8 Inspection and Acceptance Criteria.

The Government will have 7 business days from delivery to respond to each deliverable. The Government may choose to accept, reject, or request modification to deliverables. If the Government does not respond within 7 business days after delivery, then the Contractor will assume that the deliverable has been accepted. If the deliverable requires modification, the government acceptance of the revised deliverable will be confined to the areas of the requested change. If the 7-business day Government review would result in a negative cost/schedule impact on the project, the Contractor shall provide this information to the Government by the Contractor project manager and the review period may be shortened accordingly. The Government may at any time request the Contractor to provide digital copies of any work being done on a deliverable for Government review. Prior to delivery of any draft deliverable, the Contractor may choose to provide the Government with a "format only" copy for Government review. As used throughout this SOW, the term draft when referring to deliverables assumes that the Contractor has completed in excess of 80% of the work necessary for a specific deliverable.

11.9 SUPERVISION AND CONTROL.

The Government will not exercise any supervision or control over the Contractors employees performing services under this contract. Such employees shall be accountable, not to the Government, but solely to the Contractor, who in turn is responsible to the Government.

11.10 INSURANCE.

The Contractor shall maintain during the entire performance period of this contract, insurance of at least the following kinds and minimum amounts set forth below:

- (a) Workers Compensation and Employers' Liability Insurance in accordance with the amounts specified by the laws of the state in which the work is to be performed under this contract. In the absence of such state laws, an amount of \$100,000 shall be required and maintained.
- (b) General Liability Insurance with bodily injury liability in the minimum amount of \$500,000 per occurrence.
- (c) Automobile Liability Insurance (if van service is provided) in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

11.11 PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS:

None of the services required by this contract shall be subcontracted to or performed by persons other than the Contractor or the contractor's employees without the prior written consent of the Contracting Officer.

11.12 TRAVEL

There may be limited travel associated with performance of this contract. Travel will primarily include UCPS testing and training at the disaster recovery server group. On average, travel may occur up to 4 times per year with duration of 1-4 days for each travel instance. Contractor Personnel shall travel as required by the contract.

MSC REIMBURSEMENT OF TRAVEL COSTS

a. Area of travel. Performance under this contract may require travel by Contractor Personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

- Medical Examinations
- Immunization
- Passports, visas, etc.
- Security Clearances

All Contractor Personnel required to perform work on any U.S. Naval vessel, if occupied, shall obtain boarding authorization from the ship's Master or authorized representative of the vessel prior to boarding.

b. Travel Policy - The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions: Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in the Department of Defense Joint Travel Regulations: Vol. 2 for Civilian Personnel.

c. Travel subsistence, and associated labor charges for travel time are authorized for travel whenever a task assignment requires work to be accomplished at a temporary alternate work site beyond a 50-mile radius of MSC,

Norfolk, VA. Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

d. Per Diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations (JTR).

e. Air/Rail Travel, Shipboard Stays. Whenever work assignments require temporary duty the Contractor will be reimbursed at the per diem rates identified in the JTR, Volume 2.

f. Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the Contractor at the mileage rate allowed by the JTR. Authorization for use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

h. Car Rental. The Contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site as allowed by the JTR.

ATTACHMENT 2 - NON-DISCLOSURE

For Government Technical Data

ATTACHMENT 2 - NON-DISCLOSURE

For Government Technical Data

The Government agrees to Graham Technologies LLC (hereinafter the "Offeror") access to technical data, computer software, or both relating to Military Sealift Command, Civilian Mariners Payroll Support, (hereinafter the "Data") that is subject to the controls and limitation set forth in the DoDI 5230.24 of 23 August 2012 (Subj: Distribution Statements on Technical Documents), and, if also classified as "controlled unclassified information," in the DoD-M 5200.01-V4 of 24 February 2012.

The Offeror agrees to:

- (1) Have a corporate principal responsible for ensuring compliance with the below terms execute this NDA.
- (2) Use the Data only in the preparation of the Offeror's proposal in response to solicitation _____[N32205-18-R-1004] and, if awarded the work, in the performance of the resulting contract.
- (3) Comply with the restrictions on dissemination set forth in the Distribution Statement.
- (4) Comply with all export controls and regulations applicable to the Data.
- (5) Establish organizational controls designed to control access to the Data and to prevent disclosure of the Data to other than the authorized representatives of the Offeror; said controls to be subject to audit and inspection by the Contracting Officer and/or his designee.
- (6) Not copy, release, reproduce, duplicate, transmit, distribute, or otherwise make the Data in any form whatsoever, including in the form of electronic documents posted to a website, available to any person not an authorized representative of the Offeror subject to organizational controls on the data, unless otherwise authorized in writing by the Contracting Officer.
- (7) Identify the vendor(s)/subcontractor(s) by name and address and provide the name and contact information for the corporate principal of each vendor/subcontractor who will sign the flow-down NDA on behalf of the vendor's/subcontractor's officers, employees, agents, and representatives.

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